

**CONTRACT #6**  
**RFS # 359.62-013-03**

**Department of Children's  
Services**

**VENDOR:**  
**Reeves-Sain Extended  
Care, LLC**

# REQUEST: NON-COMPETITIVE AMENDMENT

8-20-00  
FAC

RECEIVED

MAR 03 2006

FISCAL REVIEW

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS # 359.62-013-03

2) State Agency Name : Department of Children's Services

## EXISTING CONTRACT INFORMATION

3) Service Caption : Provision of Pharmacy Services at DCS Youth Development Centers

4) Contractor : Reeves-Sain Extended Care, LLC

5) Contract # FA-03-15125

6) Contract Start Date : October 1, 2002

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : September 30, 2007

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$2,705,782.67

## PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # Five

10) Proposed Amendment Effective Date : April 1, 2006  
(attached explanation required if date is < 60 days after F&A receipt)

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : September 30, 2007

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$2,744,182.67

13) Approval Criteria : (select one) ☒ use of Non-Competitive Negotiation is in the best interest of the state

☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

The amendment increases the FY 2006 liability by Thirty-eight Thousand, Four Hundred dollars (\$38,400.00) for pharmacy services. New Visions Youth Development Center (NVYDC) (359.64) requires Thirty-three Thousand, Four Hundred Dollars (\$33,400.00) and Woodland Hills Youth Development Center (WHYDC) (359.62) requires Five Thousand Dollars (\$5,000.00). The increased liability will pay for projected service levels through the end of Fiscal Year 2006.

**15) Explanation of Need for the Proposed Amendment :**

The DCS facility, NVDYDC, is facing the probability that its student population will double from the present number of twelve female student residents to twenty-four by June 30, 2006. The amended increase will cover the treatment service costs for those students associated with this increase. Also, WHYDC is experiencing projected utilization rates that will exceed current budgeted amounts for these services by the end of FY 2006.

**16) Name & Address of Contractor's Current Principal Owner(s) :**

(not required if proposed contractor is a state education institution)

W. Shane Reeves & Rick Sain  
Reeves-Sain Extended Care  
1809 Memorial Boulevard  
Murfreesboro, TN, 37129  
TEL: 615-278-3146  
FAX: 615-895-0395

**17) Documentation of Office for Information Resources Endorsement :**

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

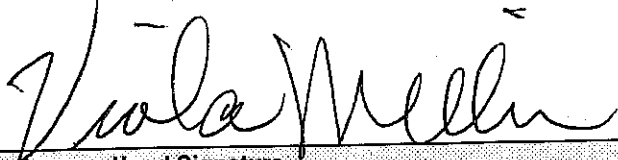
Procurement alternatives have not been attempted as this vendor is the current contractor having won the contract through a competitive procurement.

**21) Justification for the Proposed Non-Competitive Amendment :**

The services provided under this contract are required services and must be available to students at DCS youth development centers.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

Date

Explanatory Note Regarding: Request submitted to F&A in less than 60 days.

The initial budget for the New Visions YDC facility could not be determined with accuracy at the outset of FY 2006. Recently, the DCS Contracts Section began efforts to amend certain professional services contracts at the NPYDC and WHYDC facilities that needed adjusting due to greater than expected utilization rates. However, while engaged in the process we were also made aware that NPYDC was expecting an increase in the student population, which would require amendments of additional contracts as well as those on which work had already begun. Rather than repeat the amendment process for these contracts so closely together, a request was made for NPYDC and WHYDC to review all service contracts in relation to the utilization rates and population increases and then provide the final amounts for FY 2006 of each contract needing an amendment. DCS needs to obtain approval of these amendments as quickly as possible to ensure that adequate funds remain available. Consequently, we are requesting immediate approval to aid in ensuring our ability to provide uninterrupted payment for services delivered.

Your assistance is greatly appreciated.

**AMENDMENT FIVE  
TO FA-03-15125  
BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
REEVES-SAIN EXTENDED CARE, LLC**

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the State, and Reeves-Sain Extended Care LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1. in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Seven Hundred Forty Four Thousand, One Hundred Eighty-two Dollars and Sixty-seven cents, (\$2,744,182.67). The maximum liability for fiscal year 2003 shall not exceed Three Hundred Forty-one Thousand, Seven Hundred Eighty-two Dollars and Sixty-seven cents (\$341,782.67). The maximum liability for fiscal years 2004 through 2005 shall not exceed Five Hundred Ninety-one Thousand Dollars (\$591,000.00). The maximum liability for fiscal year 2006 shall not exceed Six Hundred and Twenty Nine Thousand, Four Hundred Dollars, (\$629,400.00). The annual liability for fiscal year 2007 shall not exceed Five Hundred Ninety-one Thousand Dollars (\$591,000.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

REEVES-SAIN EXTENDED CARE LLC,:

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REEVES-SAIN EXTENDED CARE LLC,

Date

DEPARTMENT OF CHILDREN'S SERVICES:

---

Viola P. Miller, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

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M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

---

John G. Morgan, Comptroller of the Treasury

Date

0-5-05

**FAX TRANSMITTAL**

**TO :** Dr. Lynn Goodman, Director  
Employee Development & EEO **FAX # 532-0728**

**FROM :** Steven Barlar, Program Director  
DCS Contracts Section **FAX # 244-8969**

**DATE :** February 28, 2006

**RFS #** 359.62-013-03

**RE :** Procurement Endorsement — Amendment Five to FA-03-15125, with  
Reeves-Sain Extended Care, LLC.

**NUMBER OF FAX PAGES (Including cover) : 5**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Department of Personnel (DOP) review and support, because the procurement involves training of state employees.

This communication seeks to ensure that DOP is aware of the procurement and has an opportunity to review the matter. Please determine whether DOP is supportive of the procurement. If you have any questions or concerns about this matter, please call Steven Barlar at 615-532-2457.

*DOP does not provide these training services*

Accompanying Document(s)

See Summary Sheet for amendment #4 indicating the current annual and total maximum liabilities, and pages 1-3 for the complete Scope of Services, (see A.11 for staff training item) of the Initial Contract copy of FA-03-15125.

Note: We are developing Amendment #5 to FA-03-15125 which requests an increase in the contract's maximum liability for FY 2006 in the amount of \$33,400.00. This increase is necessary due to the New Visions YDC student population being doubled from twelve to twenty-four. No other changes are being made to the contract except the maximum liability. Please let me know if you need further information or assistance in any way.

We are requesting immediate review and approval as DCS is striving to expedite several amendments that are necessary due to unexpected increases in service needs at Woodland Hills YDC and the doubling of the student resident population at New Visions YDC. Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thanks for your assistance

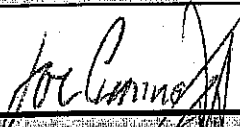
Department of Personnel Endorsement :

*Lynn Goodman*

2-28-06

DOP Director of Employee Development & EEO Signature & Date

# CONTRACT SUMMARY SHEET

<b>RFS Number:</b> 359.62-013		<b>Contract Number:</b> FA-03-15125 - 04	
<b>State Agency:</b> Department of Children's Services		<b>Division:</b> Youth Development Center Services	
<b>Contractor:</b> Reeves-Sain Extended Care, LLC		<b>Contractor Identification Number:</b> V621728645-00	
<b>Service Description:</b> Provision of Pharmacy Services at DCS Youth Development Centers			
<b>Contract Begin Date:</b> 10-01-02		<b>Contract End Date:</b> 09-30-07	
<b>Allotment Code:</b> SUP	<b>Cost Center:</b> 550	<b>Object Code:</b> 092	<b>Fund:</b> 11
		<b>Grant:</b> X on STARS	<b>Grant Code:</b>
		<b>Subgrant Code:</b>	
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Total Contract Amount (including ALL amendments)</b>
2003	\$341,782.67		\$341,782.67
2004	\$591,000.00		\$591,000.00
2005	\$591,000.00		\$591,000.00
2006	\$591,000.00		\$591,000.00
2007	\$591,000.00		\$591,000.00
<b>Total:</b>	\$2,705,782.67		\$2,705,782.67
<b>CFDA #</b>		<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>	
<b>Name:</b> Joe Cimino, Budget Dir.		<b>Is the Contractor a VENDOR? (per OMB A-133)</b> X	
<b>Address:</b> 7 <sup>th</sup> Floor, Cordell Hull Bldg.		<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b> X	
<b>Phone:</b> 615-741-8304		<b>Is the Contractor on STARS?</b> X	
<b>Procuring Agency Budget Officer Approval Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b>	
		<b>Is the Contractors Form W-9 Filed with Accounts?</b> X	
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>		<b>Funding Certification</b>	
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>END DATE →</b>	09-30-07	09-30-07	
<b>FY: 2003</b>			
<b>FY: 2004</b>	TEXT CHANGE	ONLY	
<b>FY: 2005</b>			
<b>FY: 2006</b>			
<b>FY: 2007</b>			
<b>Total:</b>			

PROCESSING  
MAR - 9 2005  
DIRECTOR OF ACCOUNTS  
FEB 23 2005  
DCS

TEXT CHANGE ONLY

JAN 11 2005

JAN 11 2005

Office of Contracts Review

RECEIVED



**AMENDMENT FOUR  
TO CONTRACT FA-03-15125-00  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
REEVES-SAIN EXTENDED CARE, LLC**

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the State, and Reeves-Sain Extended Care, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section A.20. in its entirety and insert the following in its place::

A.20. Process prior to January 1, 2004, all claims for services through the Contractor with whom the TennCare Bureau has contracted to provide claims processing services. Beginning January 1, 2004, the Contractor will process all claims for services through the Department of Children Services Office of Program Support, Fiscal Payables Section.

2. Delete Section C.3. in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

BRAND NAME DRUGS — the payment rate for Brand Name Drugs shall equal the Acceptable Wholesale Price* reduced by the reduction percent plus the handling fee (indicated by period below).		
PERIOD	REDUCTION % (from the Acceptable Wholesale Price*)	HANDLING FEE (per prescription)
October 1, 2002 – June 30, 2003	[13] %	\$5.00
July 01, 2003 – June 30, 2004	[13] %	\$5.00
July 01, 2004 – June 30, 2005	[13] %	\$5.00
July 01, 2005 – June 30, 2006	[13] %	\$5.00
July 01, 2006 – June 30, 2007	[13] %	\$5.00

\*\*Acceptable Wholesale Price may be obtained from any of the professionally recognized companies that compile these prices using the manufacturers suggested wholesale price i.e., RED Book and the BLUE Book.

GENERIC NAME DRUGS — the payment rate for Generic Drugs shall equal the maximum allowable cost set by TennCare plus the handling fee (indicated by period below).	
PERIOD	HANDLING FEE (per prescription)
October 1, 2002 – June 30, 2003	\$5.00
July 01, 2003 – June 30, 2004	\$5.00
July 01, 2004 – June 30, 2005	\$5.00
July 01, 2005 – June 30, 2006	\$5.00
July 01, 2006 – June 30, 2007	\$5.00

IN-SERVICE TRAINING & INSPECTION SERVICES — the payment rate for in-service training & inspection services shall the hourly rate for delivered service (indicated by period below).	
PERIOD	PAYMENT RATE PER HOUR
October 1, 2002 – June 30, 2003	\$65.00
July 01, 2003 – June 30, 2004	\$65.00
July 01, 2004 – June 30, 2005	\$65.00
July 01, 2005 – June 30, 2006	\$65.00
July 01, 2006 – June 30, 2007	\$65.00

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the identifying child information, the applicable payment rate, dates of service, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

Prior to January 1, 2004, the Contractor shall use the pharmacy claims processing vendor with whom the TennCare Bureau contracted. Beginning January 1, 2004, the DCS will serve as the payment agent to the Contractor providing pharmacy services at DCS youth development centers. DCS will receive and process the Contractor's invoices submitted for services delivered under this contract. The Department of Children's Services will ensure that proper remuneration is executed for all services requested, rendered, and accepted that are in accordance with the payment terms (including the maximum liability) of this Contract.

The State shall reimburse the Contractor for Generic Drugs using the formula as follows: (Maximum Allowable Cost (as Set by TennCare) + handling fee.

The State shall reimburse the Contractor for Brand name Drugs using the formula: (Acceptable Wholesale Price – reduction percentage (not less than 13%) + handling fee.  
The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

3. Delete Section E.10. in its entirety.

E.10. The Contractor understands that payment for services rendered at DCS youth development centers will not be paid directly by the Department of Children's Services, but by TennCare. DCS has entered into an interdepartmental contract with the Bureau of TennCare to reimburse the Bureau for those pharmacy services for which they have previously paid the DCS pharmacy Contractor.

IN WITNESS WHEREOF:

REEVES-SAIN EXTENDED CARE, LLC

W. Shave Reeves, President 12-17-04  
Signature and Title of Authorized Representative Date

W. Shave Reeves  
Printed Name of Authorized Representative

DEPARTMENT OF CHILDREN'S SERVICES:

Viola P. Miller / VPM 1-6-05  
Viola P. Miller, Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. / M.D. 2/25/05  
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 3/1/05  
John G. Morgan, Comptroller of the Treasury Date

# CONTRACT SUMMARY SHEET

RFS Number:	359.62-013	Contract Number:	FA-03-15125-03
State Agency:	Department of Children's Services	Division:	Youth Development Center Services
Contractor		Contractor Identification Number	
Reeves-Sain Extended Care, LLC		X V- <input type="checkbox"/> C-	V621728645-00

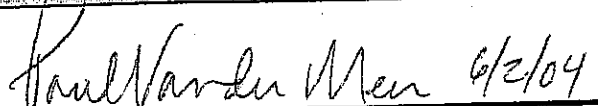
## Service Description

Provision of Pharmacy Services at DCS Youth Development Centers

Contract Begin Date	Contract End Date
10-01-02	09-30-07

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
SUP	550	092	11	X on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2003	\$341,782.67				\$341,782.67
2004	\$591,000.00				\$591,000.00
2005	\$591,000.00				\$591,000.00
2006	\$591,000.00				\$591,000.00
2007	\$591,000.00				\$591,000.00
Total:	\$2,705,782.67				\$2,705,782.67

CFDA #	Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)
Name: Paul Vander Meer	Address: 7 <sup>th</sup> Floor, Cordell Hull Bldg.	Is the Contractor a VENDOR? (per OMB A-133)
Phone: 615-741-8304		Is the Fiscal Year Funding STRICTLY LIMITED?
Procuring Agency Budget Officer Approval Signature		Is the Contractor on STARS?
		Is the Contractor's FORM W-9 ATTACHED?
		Is the Contractor's Form W-9 Filed with Accounts?

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
END DATE →	09-30-07	09-30-07
FY: 2003	\$341,782.67	
FY: 2004	\$511,000.00	80,000.00
FY: 2005	\$511,000.00	80,000.00
FY: 2006	\$511,000.00	80,000.00
FY: 2007	\$511,000.00	80,000.00
Total:	\$2,385,782.67	\$320,000.00

Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

JUL - 2 2004

RECEIVED  
2004 JUN 28 PM 1:29  
COMPTROLLER'S OFFICE  
OFFICE OF  
MANAGEMENT SERVICES

**AMENDMENT THREE  
TO  
FA-03-15125  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
REEVES-SAIN EXTENDED CARE, LLC**

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the State, and Reeves-Sain Extended Care, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following to Section A. Scope of Services as Section A.24. and renumber any subsequent sections as necessary:

A.24. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered.

2. Delete Section C.1, Maximum Liability in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Seven Hundred Five Thousand, Seven Hundred Eighty-two Dollars and Sixty-seven cents, (\$2,705,782.67). The maximum liability for fiscal year 2003 shall not exceed Three Hundred Forty-one Thousand, Seven Hundred Eighty-two Dollars and Sixty-seven cents (\$341,782.67). The maximum liability for each fiscal year 2004 through 2007 shall not exceed Five Hundred Ninety-one Thousand Dollars (\$591,000.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Add the following to Section C.3. Payment Methodology as Section C.3.a. and renumber any subsequent sections as necessary:

C.3.a. If the Contractor fails to comply with the provisions of Section A. 24 of the Scope of Services, the Contractor shall forfeit payment for those services.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

REEVES-SAIN EXTENDED CARE, LLC

W. Steve Reeves, President  
Signature and Title of Authorized Representative

5/21/04  
Date

W Steve Reeves  
Printed Name of Authorized Representative

DEPARTMENT OF CHILDREN'S SERVICES:

Viola P. Miller, Commissioner  
Viola P. Miller, Commissioner

6-7-04  
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., BP  
M. D. Goetz, Jr., Commissioner

6-25-04  
Date

COMPTROLLER OF THE TREASURY:

John G. Morgan  
John G. Morgan, Comptroller of the Treasury

6/29/04  
Date

# CONTRACT SUMMARY SHEET

<b>RFS Number:</b> 359.62-013		<b>Contract Number:</b> FA-03-15125-02	
<b>State Agency:</b> Department of Children's Services		<b>Division:</b> Youth Development Center Services	
<b>Contractor:</b> Reeves-Sain Extended Care, LLC		<b>Contractor Identification Number:</b> V621728645-00	
		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	
<b>Service Description:</b> Provision of Pharmacy Services at DCS Youth Development Centers			
<b>Contract Begin Date:</b> 10-01-02		<b>Contract End Date:</b> 09-30-07	
<b>Allotment Code:</b> SUP	<b>Cost Center:</b> 550	<b>Object Code:</b> 092	<b>Fund:</b> 11
		<b>Grant:</b> X on STARS	
<b>Grant Code:</b>	<b>Grant Code:</b>		<b>Subgrant Code:</b>
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Total Contract Amount (including ALL amendments)</b>
2003	\$341,782.67		\$341,782.67
2004	\$511,000.00		\$511,000.00
2005	\$511,000.00		\$511,000.00
2006	\$511,000.00		\$511,000.00
2007	\$511,000.00		\$511,000.00
<b>Total:</b>	\$2,385,782.67		\$2,385,782.67
<b>CFDA #</b>		<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact:</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>	
<b>Name:</b> Paul Vander Meer		<b>Is the Contractor a VENDOR? (per OMB A-133)</b> X	
<b>Address:</b> 7 <sup>th</sup> Floor, Cordell Hull Bldg.		<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b> X	
<b>Phone:</b> 615-741-8304		<b>Is the Contractor on STARS?</b> X	
<b>Procuring Agency Budget Officer Approval Signature:</b> <i>Paul Vander Meer 11/12/03</i>		<b>Is the Contractor's FORM W-9 ATTACHED?</b>	
		<b>Is the Contractors Form W-9 Filled with Accounts?</b> X	
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>		<b>Funding Certification</b>	
	<b>Base Contract &amp; Prior Amendments:</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>END DATE →</b>	09-30-07	09-30-07	
<b>FY: 2003</b>	\$341,782.67		
<b>FY: 2004</b>	\$311,000.00	200,000.00	
<b>FY: 2005</b>	\$311,000.00	200,000.00	
<b>FY: 2006</b>	\$311,000.00	200,000.00	
<b>FY: 2007</b>	\$311,000.00	200,000.00	
<b>Total:</b>	\$1,555,000.00	\$800,000.00	

PROCESSED

DEC 10 2003

DIRECTOR OF ACCOUNTS

RECEIVED  
 2003 NOV 25 PM 3:46  
 CLERK OF THE COURT  
 OFFICE OF  
 MANAGEMENT SERVICES

**AMENDMENT TWO  
TO  
FA-03-15125  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
REEVES-SAIN EXTENDED CARE, LLC**

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the State, and Reeves-Sain Extended Care, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1, Maximum Liability in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Three Hundred Eighty-five Thousand, Seven Hundred Eighty-two Dollars and Sixty-seven cents, (\$2,385,782.67). The maximum liability for fiscal year 2003 shall not exceed Three Hundred Forty-one Thousand, Seven Hundred Eighty-two Dollars and Sixty-seven cents (\$341,782.67). The maximum liability for each fiscal year 2004 through 2007 shall not exceed Five Hundred Eleven Thousand Dollars (\$511,000.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

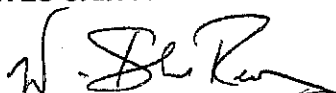
The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.



IN WITNESS WHEREOF:

REEVES-SAIN EXTENDED CARE, LLC

  
\_\_\_\_\_  
Signature and Title of Authorized Representative      Date

W. Shave Reeves      10-24-03  
\_\_\_\_\_  
Printed Name of Authorized Representative

DEPARTMENT OF CHILDREN'S SERVICES:

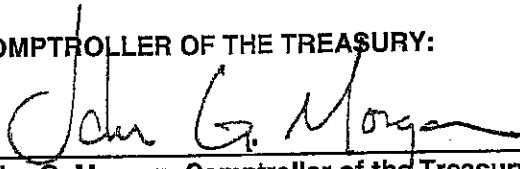
  
\_\_\_\_\_  
Michael J. Miller, Commissioner      Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr.      11/24/03  
\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner      Date

COMPTROLLER OF THE TREASURY:

  
\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury      Date

# CONTRACT SUMMARY SHEET

RFS Number:	359.62-013	Contract Number:	FA-03-15125-01
State Agency:	Department of Children's Services	Division:	Youth Development Center Services
Contractor:		Contractor Identification Number:	
Reeves-Sain Extended Care, LLC		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C- V621728645-00	

## Service Description

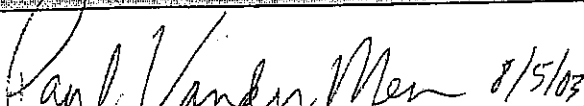
Provision of Pharmacy Services at DCS Youth Development Centers

Contract Begin Date:	Contract End Date:
10-01-02	09-30-07

Allotment Code:	Cost Center:	Object Code:	Fund:	Grant:	Grant Code:	Subgrant Code:
SUP	550	092	11	X on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2003	\$341,782.67				\$341,782.67
2004	\$311,000.00				\$311,000.00
2005	\$311,000.00				\$311,000.00
2006	\$311,000.00				\$311,000.00
2007	\$311,000.00				\$311,000.00
Total:	\$1,585,782.67				\$1,585,782.67

CFDA #	Check the box ONLY if the answer is YES
--------	---

State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Paul Vander Meer	Is the Contractor a VENDOR? (per OMB A-133)	X
Address:	7 <sup>th</sup> Floor, Cordell Hull Bldg.	Is the Fiscal Year Funding STRICTLY LIMITED?	X
Phone:	615-741-8304	Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractor's Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
END DATE →	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
FY: 2003	\$311,000.00	\$30,782.67	
FY: 2004	\$311,000.00	00.00	
FY: 2005	\$311,000.00	00.00	
FY: 2006	\$311,000.00	00.00	
FY: 2007	\$311,000.00	00.00	
Totals:	\$1,555,000.00	\$30,782.67	

**DIRECTOR OF ACCOUNTS**

RECEIVED  
 AUG -5 AM 11:24  
 COMPTROLLER'S OFFICE  
 OFFICE OF  
 MANAGEMENT SERVICES

AMENDMENT ONE  
TO  
FA-03-15125  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
REEVES-SAIN EXTENDED CARE, LLC

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the State, and Reeves-Sain Extended Care, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1, Maximum Liability, in its entirety and insert the following in its place:  
  
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Five Hundred Eighty-five Thousand, Seven Hundred Eighty-two Dollars and Sixty-seven cents, (\$1,585,782.67). The maximum liability for fiscal year 2003 shall not exceed Three Hundred Forty-one Thousand, Seven Hundred Eighty-two Dollars and Sixty-seven cents (\$341,782.67). The maximum liability for fiscal years 2004 through 2007 shall not exceed Three Hundred Eleven Thousand Dollars (\$311,000.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

REEVES-SAIN EXTENDED CARE, LLC

*W. Shane Reeves*

8-4-03

Signature and Title of Authorized Representative

Date

W. Shane Reeves

Printed Name of Authorized Representative

DEPARTMENT OF CHILDREN'S SERVICES:

*Michael J. Miller*

8-5-03

Michael J. Miller, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

*M. D. Goetz, Jr.*

8-5-03

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

*John G. Morgan*

8/8/03

John G. Morgan, Comptroller of the Treasury

Date

# C O N T R A C T S U M M A R Y S H E E T

RFS Number:	359.62-013	Contract Number:	FA-03-15725-00
State Agency:	Department of Children's Services	Division:	Youth Development Center Services
Contractor		Contractor Identification Number	
Reeves-Sain Extended Care, LLC		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	V621728645-00

**Service Description**

Provision of Pharmacy Services at DCS Youth Development Centers

Contract Begin Date	Contract End Date
10-01-02	08-30-07

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
SUP	550	092	11	X on STARS		

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2004	\$311,000.00				\$311,000.00
2005	\$311,000.00				\$311,000.00
2006	\$311,000.00				\$311,000.00
2007	\$311,000.00				\$311,000.00
<b>Total:</b>	\$1,555,000.00				\$1,555,000.00

CFDA #		Check the box ONLY if the answer is YES:	
<b>State Fiscal Contact</b>		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Paul Vander Meer	Is the Contractor a VENDOR? (per OMB A-133)	X
Address:	7 <sup>th</sup> Floor, Cordell Hull Bldg.	Is the Fiscal Year Funding STRICTLY LIMITED?	X
Phone:	615-741-8304	Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →			
FY:			
FY:			
FY:			
FY:			
FY:			
Total:			

RECEIVED

DEC 17 2002

MANAGEMENT SERVICES  
RECEIVED

JAN 13 2003

FISCAL  
SERVICES

PROCESSED

JAN 10 2003

DIRECTOR OF ACCOUNTS